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*Counsel for Modine Manufacturing Company*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

GENERAL MOTORS CORP., *et al.*,

Debtors.

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Chapter 11

Case No. 09-50026 (REG)

Jointly Administered

**SUPPLEMENTAL LIMITED OBJECTION OF MODINE MANUFACTURING  
COMPANY TO SECOND NOTICE OF  
(I) DEBTORS' INTENT TO ASSUME AND ASSIGN ADDITIONAL EXECUTORY  
CONTRACTS AND (II) CURE AMOUNTS RELATED THERETO**

Modine Manufacturing Company ("Modine"), by its undersigned counsel, objects on a limited basis ("Objection") to the Second Notice of (I) Debtors' Intent to Assume and Assign Additional Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the "Second Notice"), and respectfully states as follows:

**BACKGROUND**

1. On June 1, 2009 ("Petition Date"), General Motors Corporation and its affiliated debtors (together, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, jointly administered as Case No. 09-50026 (REG) (the "Case").

2. Also on the Petition Date, the Debtors filed the Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), and (m), and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (I) Approve (A) the Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (Docket No. 92) ("Motion").

3. Pursuant to the Motion and orders of the Court relating to the same, the Debtors thereafter served a Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto dated on or about June 5, 2009 ("Initial Notice"). Modine timely objected to the Initial Notice by filing an objection related to the same on June 15, 2009.

4. Debtors subsequently served the Second Notice, dated June 15, 2009, upon Modine. Like the Initial Notice, the Second Notice itself did not identify the contracts proposed to be assumed and related cure amounts but instead referred Modine to an internet website which lists the contracts the Debtors propose to assume and cure amounts associated with the same. Reproductions of the relevant pages from the website are attached to this Objection as Exhibit A.

5. By virtue of its reference to the website, the Second Notice proposes 11 new contracts for assumption and assignment, and makes changes to the cure amounts previously proposed by Debtors.

6. As set forth on Exhibit A, the Debtors now propose a total net cure amount of \$1,681,485.38 associated with 100 total contracts proposed to be assumed by Debtors.

### **OBJECTIONS**

7. Modine does not object to the proposed assumption of the contracts and the cure amounts referred to in Exhibit A except as set forth below.

8. Modine's files regarding the contracts listed on Exhibit A are voluminous, and Modine is still reviewing them in an effort to confirm the information provided by Debtors. However, it appears from that review and discussions with the Debtors' business representatives that many of the contracts proposed to be assumed by Debtors are contracts for shipment of goods from Modine to a non-Debtor entity, including, for example and without limitation, General Motors of Canada Limited ("GM Canada") and GM Powertrain Germany GmbH ("GmbH")<sup>1</sup> (with whom a Netherlands affiliate of Modine, Modine Uden B.V., and not Modine itself, has a contractual relationship). Neither GM Canada nor GmbH is a Debtor in the Case, and their contracts are not subject to assumption or rejection in the Case. Additionally, some of the contracts listed do not appear to be executory contracts and others may be a part of and subject to the terms of the Automotive Supplier Support Program ("ASSP").

9. The Bankruptcy Code and orders of the Court require the Debtors to cure defaults as a precondition to assuming executory contracts with Modine and to compensate or provide adequate assurance that the Debtors will compensate Modine for monetary losses caused by the Debtors' defaults. *See* 11 U.S.C. §365(b).

10. Because of the lack of clarity about whether the contracts proposed to be assumed are contracts of Debtors or of non-Debtor parties, and whether such contracts are executory or subject to the ASSP, Modine has not been able to verify with certainty whether the proposed assumptions and cure amounts proposed by Debtors are accurate.

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<sup>1</sup> In its objection to the Initial Notice, Modine identified this counter-party as Allison Transmission. Underscoring the lack of clarity involved, upon further analysis, GmbH is the correct counter-party and Modine respectfully amends its earlier reference to Allison Transmission accordingly.

11. Modine further objects to the sufficiency of the Second Notice, including as to the identities of the contracts proposed to be assumed and cure amounts, to the extent that the information on the website referenced in the Second Notice does not provide sufficient information to permit Modine at this time to confirm all contracts proposed to be assumed and related cure amounts.

### **RESERVATION OF RIGHTS**

12. Modine reserves all rights with respect to claims related to post-petition amounts owed to it by Debtors and does not, by the filing of this Objection or otherwise, waive any right to seek payment of the same or any remedy in connection with the same, including to the extent that the amounts it seeks as cure are determined to be properly recoverable as post-petition claims.

13. Modine further reserves the right to amend, supplement, or otherwise modify this Objection and reserves the right to assert additional objections to the proposed assumption and assignment by Debtors of agreements with Modine at any hearing on this Objection.

### **CONCLUSION**

WHEREFORE, based on the foregoing, Modine respectfully requests that the Court enter an Order sustaining this Objection, overruling the Motion and related Initial Notice and Second

Notice to the extent inconsistent with this Objection, and grant Modine such other and further relief as is appropriate.

Dated: June 25, 2009

QUARLES & BRADY LLP

By: /s/ Christopher Combest  
Christopher Combest (CC-3529)  
(admitted *pro hac vice*)

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*Counsel for Modine Manufacturing  
Company*

**EXHIBIT A**

**Website Pages Regarding Contracts and Cure**

## Contract Notices

User: DN34pevZ

[My Contracts](#) [Documents & Links](#)

[Contact Us](#)

## Supplier Details

Supplier Name: **MODINE MANUFACTURING COMPANY INC**  
Contract Cure Amount: **\$1,681,485.38**  
# of Contracts: **100**

[Click](#)

### Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type
5716-00322999	0WRN0001	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323006	1XXG0001	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323007	1XXG0002	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323008	1XXG0003	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323009	1XXG0004	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323010	1XXG0005	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323011	1XXG0007	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323012	1XXG000H	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00323013	1XXG000P	6092555	MODINE MANUFACTURING CO	Blanket Order
5716-00560767	GM56716	N/A	MODINE MFG. COMPANY	Agreement
5716-00565992	GM38033	N/A	MODINE CLIMATE SYSTEMS	Agreement
5716-00567202	GM39003	N/A	MODINE MFG. CO.	Agreement
5716-00567203	GM49031	N/A	MODINE MFG. CO.	Agreement

5716-00569508	GM59281	N/A	MODINE MANUFACTURING CO	Agreement
5716-00569939	GM59336	N/A	MODINE MANUFACTURING COMPANY	Agreement
5716-00570274	GM40809	N/A	MODINE MFG. CO.	Agreement
5716-00572827	N1ECD000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00586721	PX7GF002	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00586851	PXQIZ003	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00589980	PX77L000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00590276	PX7GF000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00594502	N1ECD001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00597090	PX28G001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00597898	N1QB9000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00599109	N1ET5001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00600324	PXQIZ001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00603162	RXA0K000	418476453	MODINE UDEN BV	Agreement
5716-00607856	PX2WP000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00610836	N1ET5000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00611657	PXZ2M000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement



5716-00612273	PXKDQ002	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00616115	PX7IB000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00618640	PXY3T000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00625906	PXT9M001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00627013	RXC0M001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00633630	PX9M0000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00635425	PXRC0000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00640411	RXAVE001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00643587	PXTBN000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00644415	PX77L001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00656015	PXT9M002	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00656790	N1QB9001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00657079	RXC0M002	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00658063	PXQIZ002	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00660451	PX7GF003	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00666570	PX2WP001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00670999	RXC0M000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement

5716-00672636	PXKDQ000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00674905	PX28G000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00678490	PXYX6000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00678535	PX9EI002	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00684151	PXKDQ001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00686484	PX9EI001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00688220	PX7GF001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00691629	PX7IB001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00694922	PXQIZ000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00698513	PX9EI000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00703233	PX9E1001	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00704629	PXT9M000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00708034	RXAVE000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00709145	PX9E1000	006092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00839582	0WRN0002	6092555	MODINE MANUFACTURING COMPANY INC	Blanket Order
5716-00839583	0WRN0003	6092555	MODINE MANUFACTURING COMPANY INC	Blanket Order
			MODINE MANUFACTURING	

5716-00839584	0WRN0004	6092555	COMPANY INC	Blanket Order
5716-00922643	1R850006	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00922644	1R85000B	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931166	1XXG0000	6092555	MODINE MANUFACTURING COMPANY INC	Blanket Order
5716-00931167	1XXG0006	6092555	MODINE MANUFACTURING COMPANY INC	Blanket Order
5716-00931168	1XXG0008	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931169	1XXG0009	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931170	1XXG000B	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931171	1XXG000C	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931172	1XXG000D	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931173	1XXG000F	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931174	1XXG000G	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931175	1XXG000N	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00931176	1XXG000R	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00933486	1ZDP0001	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00933487	1ZDP0002	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00933488	1ZDP0003	6092555	MODINE MANUFACTURING COMPANY INC	Agreement

5716-00933489	1ZDP0004	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00933490	1ZDP0005	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00933491	1ZDP0006	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00984151	F5K0000R	6092555	MODINE MANUFACTURING COMPANY INC	Blanket Order
5716-00984152	F5K0000T	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00984153	F5K0000X	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00984154	F5K0000Z	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00984155	F5K00010	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-00984156	F5K00011	6092555	MODINE MANUFACTURING COMPANY INC	Agreement
5716-01091883	PX7IB001	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01092458	PX9E1000	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01092459	PX9E1001	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01092463	PX9E1000	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01092464	PX9E1002	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01092679	PXKDQ000	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01092814	PXQIZ000	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01093888	PXYX6000	006092555	MODINE MANUFACTURING COMPANY INC	N/A

5716-01095060	RXC0M000	006092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01149778	0WRN0003	6092555	MODINE MANUFACTURING COMPANY INC	N/A
5716-01149779	0WRN0004	6092555	MODINE MANUFACTURING COMPANY INC	N/A

Hover mouse cursor here for Contract Status Legend

**Important Notices:**

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in the Bankruptcy Code, 11 U.S.C. §§ 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for a referenced in such purchase order.

All contract descriptions that appear in the "Contract ID," "Contract Type," "Contract Name/Description," "Buyer," and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, of the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing an assumption and assignment.

The proposed cure amounts set forth herein are subject to adjustment to reflect additional invoices processed after the Commencement Date.

Additionally, the proposed cure amounts set forth herein may not reflect certain debits, chargebacks, claims with respect thereto are reserved. GM is updating this website on a daily basis so please check back if you believe that a discrepancy exists in the

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# Contract Notices

USCAR DN34pevZ

My Contracts

Documents & Links

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## Supplier Details

Vendor Master ID: 006092555

Supplier Name: MODINE MANUFACTURING COMPANY INC

Contract Cure Amount: \$1,681,485.38

# of Contracts: 100

[Click here to view Contracts](#)

## Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amount	Cure
RD006092555	PRO1XXG1000Z	19885952	5/27/2009	07/02/2009	\$6,044.94	USD 14
RD043942291	PRO1XXG000H	72513	5/1/2009	07/02/2009	\$3,226.61	USD 15
RD043942291	PRO1XXG0005	72600	5/4/2009	07/02/2009	\$363.60	USD 16
RD043942291	PRO1XXG0002	72596	5/4/2009	07/02/2009	\$3,740.21	USD
RD043942291	PRO1XXG0007	72599	5/4/2009	07/02/2009	\$4,054.79	USD
RD043942291	PRO1XXG0001	72710	5/5/2009	07/02/2009	\$4,088.84	USD
RD043942291	PRO1XXG000H	72875	5/6/2009	07/02/2009	\$3,226.61	USD
RD043942291	PRO1XXG0001	72876	5/6/2009	07/02/2009	\$2,061.44	USD
RD043942291	PRO1XXG0002	73000	5/7/2009	07/02/2009	\$2,126.90	USD
RD043942291	PRO1XXG0007	73001	5/7/2009	07/02/2009	\$2,027.40	USD
RD043942291	PRO1XXG000H	73160	5/8/2009	07/02/2009	\$1,613.30	USD
RD043942291	PRO1XXG000H	73289	5/11/2009	07/02/2009	\$3,226.61	USD
RD043942291	PRO1XXG0007	73290	5/11/2009	07/02/2009	\$2,027.40	USD
RD043942291	PRO1XXG0004	73709	5/14/2009	07/02/2009	\$363.60	USD
RD043942291	PRO1XXG0007	73418	5/12/2009	07/02/2009	\$2,027.40	USD
RD043942291	PRO1XXG0002	73568	5/13/2009	07/02/2009	\$3,740.21	USD
RD043942291	PRO1XXG0007	73569	5/13/2009	07/02/2009	\$2,027.40	USD
RD043942291	PRO1XXG000H	73866	5/15/2009	07/02/2009	\$3,226.61	USD
RD043942291	PRO1XXG0005	74408	5/21/2009	07/02/2009	\$363.60	USD
RD043942291	PRO1XXG0002	74407	5/21/2009	07/02/2009	\$513.60	USD



RD043942291	PRO1XXG0007	74263	5/20/2009	07/02/2009	\$2,027.40	USD
RD043942291	PRO1XXG000H	74700	5/26/2009	07/02/2009	\$2,688.84	USD
RD043942291	PRO1XXG000H	72513	5/1/2009	07/02/2009	(\$3,226.61)	USD
RD043942291	PRO1XXG0002	72596	5/4/2009	07/02/2009	(\$3,740.21)	USD
RD043942291	PRO1XXG0007	72599	5/4/2009	07/02/2009	(\$4,054.79)	USD
RD043942291	PRO1XXG0005	72600	5/4/2009	07/02/2009	(\$363.60)	USD
RD043942291	PRO1XXG0001	72710	5/5/2009	07/02/2009	(\$4,088.84)	USD
RD043942291	PRO1XXG000H	72875	5/6/2009	07/02/2009	(\$3,226.61)	USD
RD043942291	PRO1XXG0001	72876	5/6/2009	07/02/2009	(\$2,061.44)	USD
RD043942291	PRO1XXG0002	73000	5/7/2009	07/02/2009	(\$2,126.90)	USD
RD043942291	PRO1XXG0007	73001	5/7/2009	07/02/2009	(\$2,027.40)	USD
RD043942291	PRO1XXG000H	73160	5/8/2009	07/02/2009	(\$1,613.30)	USD
RD043942291	PRO1XXG000H	73289	5/11/2009	07/02/2009	(\$3,226.61)	USD
RD043942291	PRO1XXG0007	73290	5/11/2009	07/02/2009	(\$2,027.40)	USD
RD043942291	PRO1XXG0007	73418	5/12/2009	07/02/2009	(\$2,027.40)	USD
RD043942291	PRO1XXG0002	73568	5/13/2009	07/02/2009	(\$3,740.21)	USD
RD043942291	PRO1XXG0007	73569	5/13/2009	07/02/2009	(\$2,027.40)	USD
RD043942291	PRO1XXG0004	73709	5/14/2009	07/02/2009	(\$363.60)	USD
RD043942291	PRO1XXG000H	73866	5/15/2009	07/02/2009	(\$3,226.61)	USD
RD006092555	PRO1XG10009	72568	5/1/2009	07/02/2009	\$51,044.04	USD
RD006092555	PRO1XG10009	72567	5/1/2009	07/02/2009	\$49,265.28	USD
RD006092555	PRO1XG10009	72664	5/4/2009	07/02/2009	\$49,555.80	USD
RD006092555	PRO1XG10009	72729	5/5/2009	07/02/2009	\$49,608.18	USD
RD006092555	PRO1XG10009	72730	5/5/2009	07/02/2009	\$49,539.60	USD
RD006092555	PRO1XG10009	72884	5/6/2009	07/02/2009	\$68,493.06	USD
RD006092555	PRO1XG10009	73004	5/7/2009	07/02/2009	\$68,561.64	USD
RD006092555	PRO1XG10009	73172	5/8/2009	07/02/2009	\$68,287.32	USD
RD006092555	PRO1XG10009	73359	5/11/2009	07/02/2009	\$68,198.76	USD
RD006092555	PRO1XG10009	73360	5/11/2009	07/02/2009	\$68,424.48	USD
RD006092555	PRO1XG10009	73432	5/12/2009	07/02/2009	\$68,081.58	USD
RD006092555	PRO1XG10009	73563	5/13/2009	07/02/2009	\$68,424.48	USD
RD006092555	PRO1XG10009	73703	5/14/2009	07/02/2009	\$68,013.00	USD
RD006092555	PRO1XG10009	74044	5/18/2009	07/02/2009	\$68,767.38	USD
RD006092555	PRO1XG10009	74259	5/20/2009	07/02/2009	\$68,048.01	USD
RD006092555	PRO1XG10009	74413	5/21/2009	07/02/2009	\$68,355.90	USD
RD006092555	PRO1XG10009	74622	5/22/2009	07/02/2009	\$67,055.76	USD
RD006092555	PRO1XG10009	74623	5/22/2009	07/02/2009	\$67,500.81	USD
RD006092555	PRO1XG10009	74624	5/25/2009	07/02/2009	\$67,432.23	USD
RD006092555	PRO1XG10009	74625	5/25/2009	07/02/2009	\$67,432.23	USD
RD006092555	PRO1XG10009	74717	5/26/2009	07/02/2009	\$67,500.81	USD

RD006092555	PRO1XG10009	74831	5/27/2009	07/02/2009	\$67,500.81	USD
RD006092555	PRO1XG10009	74832	5/27/2009	07/02/2009	\$63,600.39	USD
RD006092555	PRO1XG10009	75004	5/28/2009	07/02/2009	\$39,344.22	USD
RD006092555	PRO1XG10009	75174	5/29/2009	07/02/2009	\$67,500.81	USD
RD006092555	PRO1XG10009	75175	5/30/2009	07/02/2009	\$52,104.87	USD
RD006092555	PRO1XG1000C	0196352	5/20/2009	07/02/2009	(\$219.27)	USD
RD006092555	PROCOSTREC	134407	4/1/2009	06/17/2009	(\$440.00)	USD
RD006092555	PROCOSTREC	134412	4/1/2009	06/17/2009	(\$660.00)	USD
RD006092555	PROCOSTREC	136745	5/20/2009	06/17/2009	(\$670.00)	USD
RD006092555	PRO1XG10009	FIZT	5/11/2009	07/02/2009	(\$211.42)	USD
RD006092555	PRO1XG10009	MOD	5/11/2009	07/02/2009	(\$211.42)	USD
RD043942291	GM 56716	000072745	5/6/2009	07/02/2009	\$5,384.44	USD
RD043942291	GM 56716	000074724	5/27/2009	07/02/2009	\$122.37	USD
RD043942291	GM 49031	G05725928	5/6/2009	07/02/2009	\$65.84	USD
RD043942291	GM 49031	G05732086	5/14/2009	07/02/2009	\$65.84	USD
RD043942291	GM 49031	G05745239	5/14/2009	07/02/2009	\$65.84	USD
RD043942291	GM 56716	00000260	5/7/2009	07/02/2009	\$133.65	USD
RD006092555	GM 59281	000073102	5/8/2009	07/02/2009	\$1,121.76	USD
RD006092555	GM 59281	000073099	5/13/2009	07/02/2009	\$423.23	USD
RD006092555	GM 59281	000073100	5/13/2009	07/02/2009	\$6.40	USD
RD006092555	GM 59281	000073091	5/13/2009	07/02/2009	\$47.70	USD
RD043942291	GM 49031	000072693	5/5/2009	07/02/2009	\$14,221.44	USD
RD006092555	GM 59281	000073095	5/8/2009	07/02/2009	\$1,874.92	USD
RD006092555	GM 59281	000073097	5/8/2009	07/02/2009	\$2,882.84	USD
RD043942291	GM 49031	000073574	5/13/2009	07/02/2009	\$15,274.88	USD
RD043942291	GM 49031	000074849	5/28/2009	07/02/2009	\$1,101.60	USD
RD043942291	GM 49031	000075304	5/29/2009	07/02/2009	\$1,580.16	USD
RD043942291	PRON56716	000072744	5/6/2009	07/02/2009	\$244.75	USD

**Important Notices:**

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that certain Order Pursuant To 11 U.S.C. §§ 105, 363, And 365 And Fed. R. Bankr. P. 2002, 6004, And 6006(I) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline And Sale Hearing Date; (III) Establishing Assumption And Assignment Procedures; And (IV) Fixing Notice Procedures And Approving Form Of Notice.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID," "Contract Type," "Contract Name/Description," "Business Unit/Department," fields are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the Debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

The proposed cure amounts set forth herein are subject to adjustment to reflect additional invoices processed in GM's accounts payable system that relate to the period before the Commencement Date. Additionally, the proposed cure amounts set forth herein may not reflect certain debits, chargebacks, claims or other deductions to which GM may be entitled and, in each case, all rights with respect thereto are reserved. GM is updating this website on a daily basis so please check back if you believe that a discrepancy exists in the invoices processed that relate to the period before the Commencement Date.